

---

---

***United States District Court***  
***District of New Jersey***

---

---

**UNITED STATES OF AMERICA** : **CRIMINAL COMPLAINT**  
  
v. :  
  
**ANTHONY SPALLIERO** : **Magistrate No. 05-6047**

I, the undersigned complainant being duly sworn state the following is true and correct to the best of my knowledge and belief:

SEE ATTACHMENT A

I further state that I am a Special Agent for the Federal Bureau of Investigation and that this complaint is based on the following facts:

SEE ATTACHMENT B

\_\_\_\_\_  
Robert J. Cooke, Special Agent  
Federal Bureau of Investigation

Sworn to before me and subscribed in my presence,

May 2, 2005  
Date

at Newark, New Jersey  
City and State

Honorable Ronald J. Hedges  
United States Magistrate Judge  
Name & Title of Judicial Officer

\_\_\_\_\_  
Signature of Judicial Officer

**ATTACHMENT A**

**Counts One to Three**

In or about the dates set forth below, in Monmouth County, in the District of New Jersey, and elsewhere, defendant

ANTHONY SPALLIERO

did knowingly, willfully, and corruptly give, offer, and agree to give Mayor Matthew V. Scannapieco things of value, namely cash, as set forth below, intending to influence and reward Mayor Matthew V. Scannapieco in connection with a business, transaction, and series of transactions of Marlboro Township involving a thing of value of \$5,000 or more.

COUNT	DATE	APPROXIMATE AMOUNT
1	2001 to 2002	\$100,000
2	2001 to 2002	\$10,000
3	2002 to 2003	\$25,000

In violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**Count Four**

From in or about 2001 to in or about 2003, in Monmouth County, in the District of New Jersey, and elsewhere, defendant

ANTHONY SPALLIERO

did knowingly, willfully, and corruptly give, offer, and agree to give the Freeholder Director a thing of value, namely, approximately \$8,500 in cash intending to influence and reward the Freeholder Director in connection with a business, transaction, and series of transactions of the County of Monmouth involving a thing of value of \$5,000 or more.

In violation of Title 18, United States Code, Sections 666(a)(2) and 2.

## ATTACHMENT B

I, Robert J. Cooke, a Special Agent for the Federal Bureau of Investigation, having conducted an investigation and having discussed this matter with other law enforcement agents, have knowledge of the facts set forth below. All statements which I have attributed to others have been set forth in substance and in part.

### Counts One Through Three

1. At all times relevant to this Criminal Complaint, Marlboro Township ("Marlboro") was a municipal corporation located in Monmouth County, New Jersey and was an organization that received federal assistance in excess of \$10,000 per year.

2. At all times relevant to this Criminal Complaint, the value of each of the real estate projects described herein well exceeded \$5,000.

3. Based on the interviews of individuals and the review of documents, including bank records, Marlboro Township Planning Board records, and Marlboro Township Council records, the investigation has revealed that from in or about 1997 to in or about 2003, defendant ANTHONY SPALLIERO, controlled and operated multiple real estate concerns which were in the business of developing residential housing and commercial real estate projects in Marlboro and elsewhere in Monmouth County. Before construction could begin on many of these real estate developments, defendant ANTHONY SPALLIERO and his business associates needed to obtain approvals from the relevant township planning boards.

4. The Marlboro Township Planning Board ("Planning Board") was composed of nine members, including the Mayor, Matthew Scannapieco, and a member of the Marlboro Township Council, and two alternate members. Except for the council member, all members of the Planning Board were appointed by Mayor Scannapieco. The Planning Board was responsible for reviewing and determining whether to approve any and all land-use development within Marlboro, including subdivisions, site plans and planned development applications.

5. From in or about 1997 to in or about 2003, defendant ANTHONY SPALLIERO and his associates, in a scheme to obtain approvals from the Planning Board and Marlboro Township Council for various real estate projects, made, and attempted to make, hidden cash payments to Mayor Scannapieco and others, as set forth below, according to individuals familiar with the transactions, and a review of financial records relating to Mayor Scannapieco and others. During this time period and for this purpose, defendant ANTHONY SPALLIERO paid Mayor Scannapieco approximately \$245,000 in cash.

6. In or about 1997, defendant ANTHONY SPALLIERO gave Mayor Scannapieco cash payments totaling approximately \$25,000 in exchange for Mayor Scannapieco's assistance in obtaining an approval from the

Planning Board for a real estate development project in the vicinity of Texas Road in Marlboro.

7. From in or about 1997 to in or about 1998, defendant ANTHONY SPALLIERO gave Mayor Scannapieco cash payments totaling approximately \$60,000 in exchange for Mayor Scannapieco's assistance in obtaining an approval from the Planning Board for the re-zoning of a property south of Woodcliff Boulevard in Marlboro.

8. In or about 1999, defendant ANTHONY SPALLIERO gave Mayor Scannapieco cash payments totaling approximately \$25,000 in exchange for Mayor Scannapieco helping to broker a favorable settlement to a court dispute between defendant ANTHONY SPALLIERO and Marlboro stemming from the township's affordable housing obligations.

9. From in or about 2001 to in or about 2002, defendant ANTHONY SPALLIERO gave Mayor Scannapieco cash payments totaling approximately \$100,000 in exchange for Mayor Scannapieco's assistance in obtaining from the Planning Board re-zoning and land-use approvals for a proposed development of the site of the former Marlboro Airport and surrounding property.

10. In or about December 2002, during a recorded conversation, a business associate of defendant ANTHONY SPALLIERO offered, in substance and in part, to provide a member of the Marlboro Township Council ("Council Member") with approximately \$150,000 for his/her campaign fund in exchange for the Council Member supporting the re-zoning and land-use proposals favored by defendant ANTHONY SPALLIERO for the proposed development of the site of the former Marlboro Airport and surrounding property.

11. From in or about 2001 to in or about 2002, defendant ANTHONY SPALLIERO gave Mayor Scannapieco cash payments totaling approximately \$10,000 in exchange for Mayor Scannapieco's assistance in obtaining an easement from a railroad line near Dutch Lane and Buckley Road in Marlboro.

12. From in or about 2002 to in or about 2003, defendant ANTHONY SPALLIERO gave Mayor Scannapieco cash payments totaling approximately \$25,000 in exchange for Mayor Scannapieco's support of land-use approvals for the construction of a retail store on Routes 9 and 520 in Marlboro.

Count Four

13. At all times relevant to this Count of the Complaint:

- a. there was a Monmouth County official who was the Freeholder Director of the County of Monmouth Board of Chosen Freeholders ("the Freeholder Director"). The Freeholder Director was responsible for, among other things, overseeing Monmouth County's Department of Administration and Special Services, which included offices such as the Monmouth County Planning Board;
- b. there was a Monmouth County government official who held an administrative position and who would meet and consult with the Freeholder Director from time to time ("MC Official 1");
- c. the County of Monmouth received well in excess of \$10,000 in federal assistance for the years 2001 through 2004.

14. Based on statements and recordings of MC Official 1, federal law-enforcement authorities have learned defendant ANTHONY SPALLIERO provided, and agreed to provide, money to the Freeholder Director on at least two occasions. First, between in or about 2001 and in or about 2002, the Freeholder Director told MC Official 1 that he was traveling to Florida and wanted cash for the trip. The Freeholder Director told MC Official 1 to contact defendant ANTHONY SPALLIERO and ask SPALLIERO for \$5,000 for the Freeholder Director. Defendant ANTHONY SPALLIERO met MC Official 1 at an establishment in South Amboy, New Jersey. In the manager's office, defendant ANTHONY SPALLIERO removed \$5,000 from the safe, placed it in an envelope, and provided it to MC Official 1. Several hours later, MC Official 1 delivered the \$5,000 from defendant ANTHONY SPALLIERO to the Freeholder Director at the Freeholder Director's home in Ocean Grove, New Jersey. The Freeholder Director, in turn, gave \$1,500 of this \$5,000 cash payment to MC Official 1. Defendant ANTHONY SPALLIERO paid the Freeholder Director in exchange for the Freeholder Director's official assistance in connection with defendant ANTHONY SPALLIERO's various development projects in Monmouth County.

15. Second, based on statements and recordings of MC Official 1, federal law-enforcement authorities also have learned that between in or about 2002 and 2003, defendant ANTHONY SPALLIERO and another developer ("Developer No. 2") paid the

Freeholder Director approximately \$3,500 as part of a larger \$5,000 cash payment that defendant ANTHONY SPALLIERO and Developer No. 2 had agreed to give the Freeholder Director. According to MC Official 1, the Freeholder Director had informed him that he needed cash, and that MC Official 1 should contact Developer No. 2 for it. MC Official 1 contacted Developer No. 2 and they met later that day at a restaurant in Marlboro, New Jersey. Developer No. 2 agreed to provide the money, and MC Official 1 and Developer No. 2 agreed to meet again in a few days. Several days later, MC Official 1 met Developer No. 2 in the parking lot of the same Marlboro restaurant. Developer No. 2 provided MC Official 1 with an envelope containing \$100 bills. Developer No. 2 told MC Official 1 to thank the Freeholder Director for his assistance in securing a tier change on an ongoing residential development project in Marlboro. MC Official 1 later counted the cash and determined that Developer No. 2 had provided him with only \$3,500 to deliver to the Freeholder Director. Later that same day, MC Official 1 delivered the cash to the Freeholder Director at the Freeholder Director's home in Ocean Grove, New Jersey. The Freeholder Director received the \$3,500 in cash from MC Official 1, who discussed the fact that the payment was less than what he had expected. The Freeholder Director provided MC Official 1 with \$500 of the \$3,500 total. This payment was in exchange for the Freeholder Director's official assistance on a zoning issue for a Marlboro development project involving the use of sewer lines. The remaining \$1,500 in cash was not paid to the Freeholder Director.

16. Recordings involving Developer No. 2 confirm that there was an agreement to make payments and that payments were made. During a February 2, 2005, recording, in Matawan, New Jersey, Developer No. 2 confirmed that defendant ANTHONY SPALLIERO had told Developer No. 2 that defendant ANTHONY SPALLIERO had agreed to pay the remaining \$1,500 of the second \$5,000 payment to the Freeholder Director, and that defendant ANTHONY SPALLIERO never did make that payment. During a February 8, 2005, recording, in Matawan, New Jersey, Developer No. 2 stated that the Freeholder Director had nothing to worry about, in that neither defendant ANTHONY SPALLIERO, nor he, kept records of the cash payments made to the Freeholder Director.

17. Recordings involving the Freeholder Director further confirm that defendant ANTHONY SPALLIERO had agreed to make the second \$5,000 payment. During a February 7, 2005, recording, in Neptune City, New Jersey, the Freeholder Director indicated that he knew defendant ANTHONY SPALLIERO was supposed to make another \$1,500 payment (pertaining to the second \$5,000 payment) and that he never did. During a February 10, 2005 recording, in Neptune

City, New Jersey, the Freeholder Director acknowledged that he had received the initial \$3,500 cash payment (pertaining to the second \$5,000 payment) from Developer No. 2.